

**BEFORE THE
MISSOURI PUBLIC SERVICE COMMISSION**

In the Matter of the Application for)	
Approval of an Amendment to the)	
Interconnection Agreement between)	
Northwest Missouri Cellular Limited Partnership)	Case No. _____
and Southwestern Bell Telephone, L.P.)	
d/b/a AT&T Missouri.)	

**APPLICATION FOR APPROVAL OF AMENDMENT
TO INTERCONNECTION AGREEMENT**

Comes now NORTHWEST MISSOURI CELLULAR LIMITED PARTNERSHIP (“NWMC”), pursuant to Missouri Public Service Commission (“Commission”) Rule 4 CSR 240-3.513(6)(C), and hereby applies for approval by the Commission of the accompanying Amendment to Interconnection Agreement (“Amendment”) voluntarily entered into by NWMC and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri (“AT&T Missouri”). In support of this Application, NWMC states:

1. NWMC is a telecommunications carrier authorized by the FCC to provide Commercial Mobile Radio Services (“CMRS”) in Missouri pursuant to a cellular radiotelephone license bearing Call Sign KNKN816. NWMC operates wireless network infrastructure facilities in designated areas of Missouri and provides telecommunications services over its own facilities to provide voice-grade access to the public switched telephone network, local usage, dual tone multi-frequency signaling or its functional equivalent, access to 911 and E911 emergency service, access to operator services, interexchange service, and to directory assistance.

2. NWMC's street address and principal place of business is 1114-A South Main Street, Maryville, MO 64468. NWMC's telephone number is (660) 582-3334, and it can be reached by facsimile at (660) 582-3380. NWMC is a Missouri partnership.

3. All correspondence, communications, pleadings, notices, orders and decisions relating to this Application should be addressed to:

Paul S. DeFord, Esq.
Lathrop & Gage L.C.
Suite 2800
2345 Grand Boulevard
Kansas City, MO 64108-2684
(816) 292-2000/FAX: (816) 292-2001
E-mail: pdeford@lathropgage.com

and

Roger Bundridge, General Manager
Northwest Missouri Cellular Limited Partnership
1114-A South Main Street
Maryville, MO 64468
(660) 582-3334/FAX: (660) 582-3380
E-mail: roger@nwmcell.com

and

Robert Williams, Chairman
Northwest Missouri Cellular Limited Partnership
c/o Oregon Mutual Telephone Company
1114-A South Main Street
Maryville, MO 64468
(660) 582-3334/FAX: (660) 582-3380
E-mail: bossbob@ofmlive.net

4. NWMC has no pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of the Application. No Missouri annual reports or assessment fees are overdue.

5. On April 5, 2005, the Commission issued its *Order Approving Interconnection Agreement* in Case No. TK-2005-0288, approving the underlying Interconnection Agreement between the parties.

6. On April 5, 2006, NWMC and AT&T Missouri executed the attached Amendment. The Amendment sets forth the terms and conditions for number portability provided by AT&T Missouri and NWMC. The Amendment is not discriminatory toward nonparties and is consistent with the public interest.

WHEREFORE, NWMC respectfully requests the Commission to approve the attached Amendment to Interconnection Agreement between NWMC and Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri.

Respectfully submitted,

LATHROP & GAGE, L.C.

/s/ Paul S. DeFord

Paul S. DeFord Mo. #29509
Suite 2800
2345 Grand Boulevard
Kansas City, MO 64108-2612
Telephone: (816) 292-2000
Facsimile: (816) 292-2001
E-mail: pdeford@lathropgage.com

Dated: May 18, 2006

***Attorneys for Northwest Missouri
Cellular Limited Partnership***

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Application for Approval of Amendment to Interconnection Agreement has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 18th day of May, 2006, to:

*** Case No.**

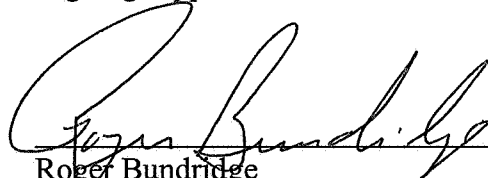
<u>Name of Company Name of Party</u>	<u>Email Phone Fax</u>	<u>Mailing Address</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Missouri Public Service Commission General Counsel	GenCounsel@psc.mo.gov	200 Madison Street, Suite 800	P.O. Box 360	Jefferson City	MO	65102
Office Of The Public Counsel Mills R Lewis	opcservice@ded.mo.gov	200 Madison Street, Suite 650	P.O. Box 2230	Jefferson City	MO	65102
AT&T Missouri Bub Leo	leo.bub@att.com 314-235-6060 314-247-0014		One SBC Center	St. Louis	MO	63101

/s/ Paul S. DeFord
Paul S. DeFord

VERIFICATION

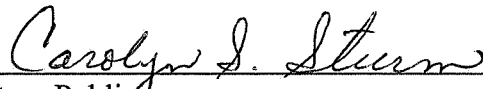
STATE OF MISSOURI)
) ss.
COUNTY OF Nodaway)

I, ROGER BUNDRIDGE, of lawful age, being first duly sworn upon my oath, state that I am the General Manager of Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular and that I am authorized to execute this Application on its behalf; and that the facts set forth in the foregoing Application are true to the best of my knowledge, information and belief.



Roger Bundridge

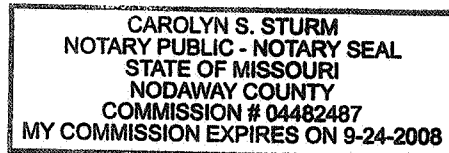
Subscribed and sworn to before me this 4th day of May, 2006.



Notary Public

My Commission Expires:

9-24-2008



**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a AT&T MISSOURI
AND
NORTHWEST MISSOURI CELLULAR LIMITED PARTNERSHIP d/b/a
NORTHWEST MISSOURI CELLULAR**

The Interconnection Agreement ("the Agreement") by and between Southwestern Bell Telephone, L.P.¹ d/b/a AT&T Missouri ("AT&T Missouri") and Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular is hereby amended as follows:

- (1) Appendix Wireless Number Portability is hereby added to the Agreement.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement and Amendment, AT&T Missouri has no obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Agreement and this Amendment and except to the extent that AT&T Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in an AT&T Missouri state in which this Agreement is effective, and the Parties have incorporated rates, terms and conditions

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Missouri as "AT&T Missouri"

associated with the FCC Plan into this Agreement, these rights also include but are not limited to AT&T Missouri's right to exercise its option at any time to adopt on a date specified by AT&T Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(5) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

APPENDIX WIRELESS NUMBER PORTABILITY

TABLE OF CONTENTS

1. INTRODUCTION	3
2. LOCAL NUMBER PORTABILITY (LNP)	4
3. LNP QUERY SERVICE	7
4. COORDINATED HOT CUTS (CHC).....	7

APPENDIX NUMBER PORTABILITY

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Number Portability (NP) provided by **SBC-13STATE** and Wireless Service Provider (WSP).
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
- 1.4 **SBC-4STATE** - As used herein, **SBC-4STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, and SBC Oklahoma the applicable SBC-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.
- 1.5 **SBC-7STATE** - As used herein, **SBC-7STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC CALIFORNIA**, **SBC NEVADA**, and **SBC CONNECTICUT** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.7 **SBC-10STATE** - As used herein, **SBC-10STATE** means **SBC SOUTHWEST REGION 5-STATE** and **SBC MIDWEST REGION 5-STATE** an the applicable SBC owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.8 **SBC-12STATE** - As used herein, **SBC-12STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE** and **SBC-2STATE** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.9 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC CONNECTICUT** the applicable SBC owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.10 **SBC ARKANSAS** - As used herein, **SBC ARKANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, the applicable SBC owned ILEC doing business in Arkansas.
- 1.11 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC owned ILEC doing business in California.
- 1.12 **SBC CONNECTICUT** - As used herein, **SBC CONNECTICUT** means The Southern New England Telephone Company d/b/a SBC Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.13 **SBC KANSAS** - As used herein, **SBC KANSAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Kansas, the applicable SBC owned ILEC doing business in Kansas.
- 1.14 **SBC ILLINOIS** - As used herein, **SBC ILLINOIS** means Illinois Bell Telephone Company d/b/a SBC Illinois, the applicable SBC-owned ILEC doing business in Illinois.

- 1.15 **SBC INDIANA** - As used herein, **SBC INDIANA** means Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, the applicable SBC-owned ILEC doing business in Indiana.
- 1.16 **SBC MICHIGAN** - As used herein, **SBC MICHIGAN** means Michigan Bell Telephone Company d/b/a SBC Michigan, the applicable SBC-owned doing business in Michigan.
- 1.17 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.18 **SBC MISSOURI** - As used herein, **SBC MISSOURI** means Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, the applicable SBC owned ILEC doing business in Missouri.
- 1.19 **SBC NEVADA** - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC owned ILEC doing business in Nevada.
- 1.20 **SBC OHIO** - As used herein, **SBC OHIO** means The Ohio Bell Telephone Company d/b/a SBC Ohio, the applicable SBC-owned ILEC doing business in Ohio.
- 1.21 **SBC OKLAHOMA** - As used herein, **SBC OKLAHOMA** means Southwestern Bell Telephone, L.P. d/b/a SBC Oklahoma, the applicable SBC owned ILEC doing business in Oklahoma.
- 1.22 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.23 **SBC TEXAS** – As used herein, **SBC TEXAS** means Southwestern Bell Telephone, L.P. d/b/a SBC Texas, the applicable SBC owned ILEC doing business in Texas.
- 1.24 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.

2. **LOCAL NUMBER PORTABILITY (LNP)**

2.1 **General**

The Parties agree that the Industry has established Location Routing Number (LRN) technology as the method by which Local Number Portability (LNP) will be provided in response to FCC Orders in FCC CC Docket 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this Agreement was signed). As such, the Parties agree to provide LNP via LRN to each other on a reciprocal basis as required by such FCC Orders or Industry agreed upon practices.

2.2 **Obligations of Both Parties**

2.2.1 The Parties shall:

- 2.2.1.1 disclose, upon request, any technical limitations that would prevent LNP implementation in a particular switching office; and
- 2.2.1.2 provide LNP services and facilities only where technically feasible, subject to the availability of facilities, and only from properly equipped central office.

- 2.2.2 Each Party shall deploy LNP software in all switches within the 100 largest Metropolitan Statistical Areas (MSAs) as per FCC CC Docket 95-116 (i.e. the First Report and Order and subsequent Orders issued to the date this Agreement was signed). Additionally, those areas identified as within the 100 largest MSAs as a result of the last Census Bureau report shall also be included within this mandatory group of number portable switches.

- 2.2.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User, the ported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native within the time frames set forth in FCC CC Docket 95-116.
- 2.2.4 Each Party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 2.2.5 Industry guidelines shall be followed regarding all aspects of porting numbers from one carrier to another, including but not limited to NANC Local Number Portability (LNP) Interservice Provider Operation Flows.
- 2.2.6 Intracompany testing shall be performed prior to the scheduling of intercompany testing.
- 2.2.7 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the Wireless Testing Sub-Committee (WTSC).
- 2.2.8 When a Party ports an End User's telephone number to its switch, that Party shall become responsible for the End User's E911 record and other related telecommunication items.
- 2.2.9 Each Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for LNP.
- 2.2.10 All porting involving WSP will be handled via subscription versions submitted to the existing NPAC with downloads to Local SMS (LSMS).
- 2.2.11 The Parties agree that porting between wireless and wireline service providers will use existing wireline defined LNP porting intervals, including intervals for Firm Order Commitment (FOC) as set forth in the "North American Numbering Council, Local Number Portability (LNP), Inter Service Provider Operations Flows". Each Party is responsible for meeting the FOC intervals.
- 2.2.12 As part of the pre-ordering process, after receiving notification from the Party placing the porting request ("Requesting Party"), the other Party shall provide the Customer Service Record of the End User whose number is being ported upon request.
- 2.2.13 When either Party requests that an NXX in an LNP capable switch become portable, Parties shall follow the industry standard Local Exchange Routing Guide (LERG) procedure.
- 2.2.14 Consistent with Inter-Service Provider Local Number Portability (LNP) Operations Flows developed by the National Number Portability Operations (NNPO)/Wireless Number Portability Operations teams and as approved by the North American Numbering Council (NANC), the Local Service Request (LSR) will be the means of communication for all Local Number Portability (LNP) requests between Wireline and Wireless Carriers. Business rules supporting LNP ordering are to be based upon Ordering and Billing Forum (OBF) standards; for requests coming to SBC, the SBC 13-state Local Service Ordering Requirements (LSOR) shall be used. Parties agree that Number Portability LSRs will be submitted in one of the current supported versions of the SBC 13-state LSOR consistent with LSR versioning rules supported by SBC.
- 2.2.15 All NPA-NXXs within the top 100 MSAs will be marked portable in the LERG.
- 2.2.16 An LRN must be provided for all switches marked as LNP capable. The appropriate Party must be the LERG assigned code owner of the LRN's NPA/NXX. The operating company number (OCN) associated with this NPA/NXX will identify the provider. The LRN must be in the same Local Access and Transport Area (LATA) as the ported number. At minimum, there will be at least one (1) LRN per LATA per switch as documented in the Industry Numbering Committee ("INC") LRN guidelines.

- 2.2.17 If either Party operates as both local exchange carrier and wireless service provider, such party shall have a unique OCN and service provider identification number (SPID) assignments for each entity.
- 2.2.18 Prior to actual ordering, WSPs will move telephone numbers associated with their Type 1 trunks to the WSP's switch. Due to technical constraints, port in to Type 1 interconnection trunks will not be permitted. Type 1 trunks that are used exclusively for ancillary services (such as 911 Telecommunication Services, Directory Assistance, etc.) are exempt from this process. Parties agree to cooperate with the migration of telephone numbers associated with their Type 1 trunks to the WSP switch. This may include LERG reassignment, transfer of ownership of a block, or porting of individual numbers.
- 2.2.19 Both Parties will mark all Type 2 trunks to reflect the Common Language Location Identifier (CLLI) code of their host switch.
- 2.2.20 Both Parties shall be certified by the Regional NPAC prior to scheduling Intercompany testing of LNP.
- 2.2.21 Both Parties agree to complete and provide to the other Party a profile that contains information necessary for processing LSRs and for porting. The profile will request carrier name, carrier OCN, SPID, contact information, etc., necessary for the provisioning of all WSP porting requests.
- 2.3 Limitations of Service
- 2.3.1 Telephone numbers can be ported only within wireline toll rate centers or rate districts, whichever is a smaller geographic area, as approved by State Commissions.
- 2.3.2 Parties acknowledge that number portability is technically limited to rate center/rate district boundaries of the incumbent LEC due to rating/routing concerns. Additional boundary limitations, such as the wire center boundaries of the incumbent LEC may be required due to E911 or NPA serving restrictions and/or regulatory decisions.
- 2.3.3 **SBC-12STATE** will deploy LNP software outside the 100 largest MSAs within six (6) months after receipt of Bona Fide Request (BFR) from WSP (see EXHIBIT 1).
- 2.3.4 Porting of choke/High Volume Call-In (HVCI) numbers must be accomplished by mutually agreed upon and technically feasible method consistent with NANC approved processes.
- 2.3.5 Neither Party shall be required to provide LNP for unassigned numbers. The foregoing sentence is not intended to prohibit porting telephone numbers associated with a wireless Type 1 DID group that have not been activated by the wireless carrier.
- 2.3.6 The Parties do not offer LNP services and facilities for NXX codes 555, 976, 950, or **SBC-12STATE** Official Communications Services (OCS) NXXs.
- 2.4 Service Descriptions
- 2.4.1 The switch's LRN software determines if the called party is in a portable NXX. If the called party is in a portable NXX, a query is launched to the LNP database to determine whether or not the called number is ported.
- 2.4.2 When the called number with a portable NXX is ported, an LRN is returned to the switch that launched the query. Per industry standards, the LRN appears in the Called Party Number (CdPN) field of the SS7 message and the called number then appears in the GAP (Generic Address Parameter) field.
- 2.4.3 When the called number with a portable NXX is not ported, the call is completed as in the pre-LNP environment.
- 2.4.4 The Forward Call Identifier (FCI) field entry is changed from 0 to 1 by the switch triggering the query when a query is made, regardless of whether the called number is ported or not.

2.4.5 The WSP shall populate the Jurisdictional Identification Parameter (JIP) field with the first six (6) digits (NPA NXX format) of the appropriate LRN of the originating switch.

2.5 Pricing

2.5.1 Except as set forth in Section 3 – LNP Query Service and Section 4 – Coordinated Hot Cuts (CHC), neither Party shall charge the other Party or such Party's affiliate, subsidiary, or End User for the ordering, provisioning, or conversion of ported telephone numbers as a means to recover the costs associated with LNP.

3. **LNP QUERY SERVICE**

- 3.1 The N-1 carrier (N carrier is the responsible Party for terminating call to the End User) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 3.2 If WSP chooses not to fulfill its N-1 carrier responsibility, **SBC-12STATE** will perform default queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides. In such event, **SBC-12STATE** will charge and WSP agrees to pay the default queries charges set forth in:
 - 3.2.1 **SBC MIDWEST REGION 5-STATE** - Section 6 of the FCC No. 2 Access Services Tariff
 - 3.2.2 **SBC NEVADA** - Section 19 of the FCC No. 1 Access Services Tariff
 - 3.2.3 **SBC CALIFORNIA** – Section 13 of the FCC No. 1 Access Services Tariff
 - 3.2.4 **SBC SOUTHWEST REGION 5-STATE** – Section 34 of the FCC No. 73 Access Services Tariff.
- 3.3 **SBC-12STATE** provides WSPs the optional use of the **SBC-12STATE** LNP database via the SPNP Query Service-Database. When WSP orders SPNP Query Service-Database, **SBC-12STATE** shall charge and WSP agrees to pay the SPNP Query Service-Database service charges set forth in the appropriate tariff cited in 3.2 above. The WSP's Signal Transfer Point (STP), tandem, and/or end office's LRN software will determine the need for, and triggers, the query. **SBC-12STATE**'s LNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.
- 3.4 When purchasing the SPNP Query Service - Database, WSP will access **SBC-12STATE**'s facilities via an SS7 link to the **SBC-12STATE** STP.
- 3.5 When purchasing the SLNP Query Service - Database, WSP will advise **SBC-12STATE** of the entry point(s) of queries to the **SBC-12STATE** network and provide a query forecast for each entry point.

4. **COORDINATED HOT CUTS (CHC)**

- 4.1 A coordinated hot cut ("CHC") is an optional service that permits the WSP to request that **SBC-13STATE** hold translations in the donor switch until the WSP gives verbal instruction to implement the porting. Where CHC is requested, both parties agree not to remove translations for the ported number until instructions are received from the requesting party. Upon notice from the requesting party to port the telephone number, both parties agree to release translations with the understanding that translations should be removed within 30 minutes, but that circumstances can sometimes require a greater interval of time.
- 4.2 When WSP orders CHC service, **SBC-13STATE** shall charge and WSP agrees to pay for CHC service at the "additional labor" rates set forth in the following applicable FCC Access Services Tariffs:
 - 4.2.1 **SBC MIDWEST REGION 5-STATE** - FCC No. 2 Access Services Tariff, Section 13.2.6 (c)
 - 4.2.2 **SBC NEVADA** - FCC No. 1 Access Services Tariff, Section 13.2.6(c)
 - 4.2.3 **SBC CALIFORNIA** – FCC No. 1 Access Services Tariff, Section 13.2.6(c)
 - 4.2.4 **SBC SOUTHWEST REGION 5-STATE** – FCC No. 73 Access Services Tariff, Section 13.4.2(c)
 - 4.2.5 **SBC CONNECTICUT** – FCC No. 39 Access Services Tariff, Section 8.6.2(c).

- 4.3 WSP requesting CHC must provide SBC-13STATE an access billing account number (BAN) to which charges can be applied.

EXHIBIT 1

[This Attachment is applicable to SBC SOUTHWEST REGION 5-STATE only.]

LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) PROCESS

The Local Number Portability (LNP) Bona Fide Request (BFR) is a process that Competitive Local Exchange Carrier (or Wireless Service Provider (WSP)) shall use to request that LNP be deployed

- in a Metropolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country
and
- additional switch(es) in an MSA in which LNP has been deployed.

Per the FCC First Report and Order and Further Notice Of Proposed Rulemaking (July, 1996, ¶80), Wireless carrier can request that LNP be deployed in additional MSAs beginning January 1, 1999. SBC SOUTHWEST REGION 5-STATE is to provide LNP in that MSA in the requested switches within six (6) months of receipt of BFR.

Per the FCC's First Memorandum Opinion And Order On Reconsideration (March 1997, ¶65,66), switches that were not requested to be LNP capable in the initial LNP deployment in the top 100 MSAs can be requested to be made LNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. equipped remote switches within 30 days
2. hardware capable switches within 60 days
3. capable switches requiring hardware within 180 days
4. non-capable switches within 180 days

These time frames begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF LNP SOFTWARE

The request to make one or more switches in an MSA LNP capable shall be made in the form of a letter or the form on pages 3 through 5 of this Attachment from WSP to its **SBC SOUTHWEST REGION 5-STATE** Account Manager which shall specify the following:

- The MSA in which requested switch(es) are located.
- The switch(es), by CLLI code, that are to become LNP capable.
- The date when LNP capability is requested with the FCC established time frames being the maximum amount of time.
- The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which WSP interconnects.
- An initial response from the **SBC SOUTHWEST REGION 5-STATE** Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be LNP capable, must be made to WSPs within ten (10) business days of receipt of the BFR.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of request)

TO: _____ (name of service provider)
 _____ (address of service provider)
 _____ (contact name/number)

FROM: _____ (requester/service provider name/ID)
 _____ (requester switch(es)/CLLI)
 _____ (authorized by name)
 _____ (authorized by title)
 _____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

MSA(s): _____

SWITCH(ES):	CLLI ¹	Rate Center Name ²	Rate Center VC/HC ²	NPA-NXX(s) ³
	_____	_____	_____	All: Y or N
	_____	_____	_____	All: Y or N
	_____	_____	_____	All: Y or N
	_____	_____	_____	All: Y or N
	_____	_____	_____	All: Y or N

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)

Requested code opening date⁴: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

Local Number Portability (LNP) Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team
(Continued)

- Notes: ¹ List each switch targeted for LNP by its specific CLLI code.
² Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
³ Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested, then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while WSP may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

- ⁴ As documented in the Southwest Region Code Opening Process.

Acknowledgment of LNP Bona Fide Request (BFR)

Southwest Region LNP Network Operations Team

DATE: _____ (date of response)

TO: _____ (requester/Wireless carrier name/ID)
_____ (contact name/address/number)
_____ (requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____ (CLLI 1): _____

_____ (CLLI 2): _____

_____ (CLLI 3): _____

Authorized company representative signature/title: _____

In Witness whereof, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**Northwest Missouri Cellular Limited Partnership
d/b/a Northwest Missouri Cellular**

By: Roger J. Bunkley
Name: Roger Bunkley
(Print or Type)

Title: Gen. Mgr.
(Print or Type)

Date: 3/22/06

**Southwestern Bell Telephone, L.P. d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agent**

By: Rebecca L. Sparks
Name: Rebecca L. Sparks
(Print or Type)

Title: Executive Director-Regulatory

Date: 4/5/06

FACILITIES-BASED OCN # 5271

ACNA NIS